

DRAFT

SUMMARY

Requires residential landlords to extend notice periods for terminations of tenancy based on nonpayment of rent and to include additional notices. Postpones any eviction proceeding based on such termination notices for up to 60 days while an application for rental assistance is pending. Postpones dates for first appearance and trial for evictions based on such termination notices. Requires landlords and clerk to include notice with summons for nonpayment of rent.

Requires public bodies and grantees to inform tenants and landlords regarding rental assistance applications.

Requires residential landlord to demonstrate that tenant not appearing at eviction first appearance remains in possession of premises before entry of judgment by default.

Requires courts to annually set aside and seal certain inoperative residential eviction judgments.

Prohibits residential landlord from enforcing certain guest policies.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS
3 90.394, 105.115, 105.124, 105.135 and 105.137 and section 8, chapter 420,
4 Oregon Laws 2021; and declaring an emergency.

5 **Be It Enacted by the People of the State of Oregon:**

6 7 **TERMINATION FOR NONPAYMENT OF RENT**

8
9 **SECTION 1. Section 2 of this 2023 Act is added to and made a part**
10 **of ORS chapter 90.**

11 **SECTION 2. (1) As used in this section:**

1 (a) “Documentation” includes electronic mail, a screenshot or other
2 written or electronic documentation from a rental assistance provider
3 verifying the submission of an application for rental assistance.

4 (b)(A) “Nonpayment” means the nonpayment of a payment that is
5 due to a landlord, including a payment of rent, late charges, utility
6 or service charges or any other charge or fee as described in the rental
7 agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584
8 or 90.630.

9 (B) “Nonpayment” does not include payments owed by a tenant for
10 damages to the premises.

11 (2)(a) If a tenant provides the landlord with documentation that the
12 tenant has applied for rental assistance, a landlord may not, while the
13 application for rental assistance is pending:

14 (A) Deliver a termination notice for nonpayment; or

15 (B) Initiate or continue an action for possession under ORS 105.110
16 based on a termination notice for nonpayment.

17 (b) A tenant may provide documentation by any method reasonably
18 calculated to achieve receipt by the landlord, including by sending a
19 copy or photograph of the documentation by electronic mail or text
20 message.

21 (c) If 60 days have passed since the tenant provided documentation
22 under this subsection or the tenant’s application is no longer pending:

23 (A) A landlord may deliver to the tenant a new termination notice
24 for nonpayment, to which this section does not apply, without pro-
25 viding the notice under subsection (4) of this section; or

26 (B) If a first appearance under ORS 105.137 was continued under
27 subsection (5)(b) of this section, the court may promptly reschedule
28 the appearance.

29 (3) Except as provided in subsection (2)(c)(A) of this section, a
30 landlord shall deliver the notice described in subsection (4) of this
31 section along with:

1 (a) Any notice of termination for nonpayment; and

2 (b) Any summons for a complaint seeking possession based on
3 nonpayment given by the landlord or service processor, including a
4 summons delivered under ORS 105.135 (3)(b).

5 (4) The notice required under subsection (3) of this section must be
6 in substantially the following form:

7 _____
8 **THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO**
9 **PROTECTION AGAINST EVICTION FOR NONPAYMENT.**

10
11 For information in Spanish, Korean, Russian, Vietnamese or
12 Chinese, go to the Judicial Department website at

13 _____.

14
15 If you have applied for rental assistance, then you may be tempo-
16 rarily protected from eviction for nonpayment of rent. To qualify for
17 this protection, you must give your landlord documentation of your
18 rental assistance application at or before your first appearance in
19 court. The protection from eviction for nonpayment of rent applies for
20 up to 60 days, or until your application is no longer pending, whichever
21 occurs first. Do not miss an eviction appearance or trial, even if you
22 believe your eviction should not be moving forward.

23
24 You may provide your landlord with documentation of your appli-
25 cation for rental assistance by any reasonable method, including by
26 sending a copy or photograph of the documentation to your landlord
27 by electronic mail or text message. "Documentation" includes elec-
28 tronic mail, a screenshot or other written or electronic documentation
29 verifying the submission of an application for rental assistance.

30
31 You may be able to receive rental assistance by dialing 2-1-1 or by

1 **contacting: _____.**

2

3 **Low-income tenants may be able to receive free or low-cost legal**
4 **advice by contacting: _____.**

5

6 **(5)(a) A court shall enter a judgment dismissing a complaint for**
7 **possession that is based on a termination notice for nonpayment if the**
8 **court determines that:**

9 **(A) The landlord failed to deliver the notice as required under sub-**
10 **section (3) of this section;**

11 **(B) The tenant has tendered or caused to be tendered rental as-**
12 **sistance or any other payment covering the nonpayment amount owed**
13 **under the notice;**

14 **(C) The landlord caused the tenant to not tender rent, including as**
15 **a result of the landlord's failure to reasonably participate with a rental**
16 **assistance program; or**

17 **(D) The tenant provided the landlord with documentation of appli-**
18 **cation for rental assistance as described in subsection (2) of this sec-**
19 **tion before the claim was filed.**

20 **(b) If the tenant provides the landlord or court with documentation**
21 **of application for rental assistance as described in subsection (2) of**
22 **this section at any time after the landlord commenced the action for**
23 **possession and at or before the first appearance, at the first appear-**
24 **ance the court shall, on its own motion, postpone the first appearance**
25 **until no sooner than 60 days after the documentation was delivered.**

26 **(6) If a landlord violates this section, the tenant has a defense to**
27 **an action for possession and may bring claims for actual damages.**

28 **(7) Notwithstanding ORS 105.137 (4), if a claim for possession is**
29 **dismissed under this section, the tenant is not entitled to prevailing**
30 **party fees, costs or attorney fees if the landlord:**

31 **(a) Delivered to the tenant all notices required under subsection (3)**

1 of this section as required; and

2 (b) Did not know, and did not have reasonable cause to know, at
3 the time of commencing the action that the tenant had provided doc-
4 umentation of application for rental assistance under subsection (2)
5 of this section.

6 **SECTION 3.** (1) The Judicial Department, in consultation with the
7 Housing and Community Services Department, shall supply and may
8 regularly update the information necessary to complete the notice
9 form under section 2 (4) of this 2023 Act.

10 (2) The Judicial Department shall translate the completed form
11 under subsection (1) of this section into the Spanish, Korean, Russian,
12 Vietnamese and Chinese languages and shall display links to the
13 English and translated forms prominently on the department's
14 webpage.

15 (3) Each form on the Judicial Department website must include a
16 statement in English, Spanish, Korean, Russian, Vietnamese and
17 Chinese indicating that the form and translations can be found on the
18 Judicial Department website and providing the web address where the
19 forms may be found.

20 **SECTION 4.** In distributing rental assistance to residential tenants
21 funded by federal, state or local moneys, a public body, as defined in
22 ORS 174.109, and any designee or grantee of a public body shall:

23 (1) Promptly provide a dated application receipt to each tenant who
24 applies for assistance. The receipt may be in an electronic format.

25 (2) Close an application, after providing notice of potential closure
26 to the tenant, if the provider reasonably determines that the tenant
27 is no longer participating.

28 (3) If, upon qualifying circumstance, an application is approved and
29 payment is made to a person other than the tenant's landlord, provide
30 a dated notice of payment to the tenant's landlord at any known ad-
31 dress or electronic mail address.

1 (4) If an application is denied or is otherwise closed without pay-
2 ment, provide a dated notice of the denial or closure to the tenant and
3 to the tenant's landlord at any known address or electronic mail ad-
4 dress.

5 **SECTION 5.** ORS 90.394 is amended to read:

6 90.394. The landlord may terminate the rental agreement for nonpayment
7 of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

8 (1) When the tenancy is a week-to-week tenancy, by delivering to the
9 tenant at least 72 hours' written notice of nonpayment and the landlord's
10 intention to terminate the rental agreement if the rent is not paid within
11 that period. The landlord shall give this notice no sooner than on the fifth
12 day of the rental period, including the first day the rent is due.

13 (2) For all tenancies other than week-to-week tenancies, by delivering to
14 the tenant:

15 (a) At least [72 hours'] **10 days'** written notice of nonpayment and the
16 landlord's intention to terminate the rental agreement if the rent is not paid
17 within that period. The landlord shall give this notice no sooner than on the
18 eighth day of the rental period, including the first day the rent is due; or

19 (b) At least [144 hours'] **13 days'** written notice of nonpayment and the
20 landlord's intention to terminate the rental agreement if the rent is not paid
21 within that period. The landlord shall give this notice no sooner than on the
22 fifth day of the rental period, including the first day the rent is due.

23 (3) The notice described in this section must also specify the amount of
24 rent that must be paid and the date and time by which the tenant must pay
25 the rent to cure the nonpayment of rent.

26 (4) Payment by a tenant who has received a notice under this section is
27 timely if mailed to the landlord within the period of the notice unless:

28 (a) The notice is served on the tenant:

29 (A) By personal delivery as provided in ORS 90.155 (1)(a); or

30 (B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

31 (b) A written rental agreement and the notice expressly state that pay-

1 ment is to be made at a specified location that is either on the premises or
2 at a place where the tenant has made all previous rent payments in person;
3 and

4 (c) The place so specified is available to the tenant for payment
5 throughout the period of the notice.

6 **SECTION 6.** ORS 105.124 is amended to read:

7 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 ap-
8 plies to the dwelling unit:

9 (1) The complaint must be in substantially the following form and be
10 available from the clerk of the court:

11 _____

12 IN THE CIRCUIT COURT
13 FOR THE COUNTY OF

14 _____
15 No. _____

16
17 RESIDENTIAL EVICTION COMPLAINT

18
19 PLAINTIFF (Landlord or agent):

20 _____
21 _____

22 Address: _____

23 City: _____

24 State: _____ Zip: _____

25 Telephone: _____

26

27 vs.

28

29 DEFENDANT (Tenants/Occupants):

30 _____
31 _____

1 MAILING ADDRESS: _____
2 City: _____
3 State: _____ Zip: _____
4 Telephone: _____

5

6 1.

7 Tenants are in possession of the dwelling unit, premises or rental prop-
8 erty described above or located at:

9

10 _____

11

12 2.

13 Landlord is entitled to possession of the property because of:

14

15 _____ 24-hour notice for personal
16 injury, substantial damage, extremely
17 outrageous act or unlawful occupant.

18 ORS 90.396 or 90.403.

19 _____ 24-hour or 48-hour notice for
20 violation of a drug or alcohol
21 program. ORS 90.398.

22 _____ 24-hour notice for perpetrating
23 domestic violence, sexual assault or
24 stalking. ORS 90.445.

25 _____ 72-hour [or 144-hour] notice for
26 nonpayment of rent **in a week-to-week**
27 **tenancy**. ORS 90.394 (1).

28 _____ 7-day notice with stated cause in
29 a week-to-week tenancy. ORS 90.392 (6).

30 _____ 10-day notice for a pet violation,
31 a repeat violation in a month-to-month

1 tenancy or without stated cause in a
2 week-to-week tenancy. ORS 90.392 (5),
3 90.405 or 90.427 (2).

4 **_____ 10-day or 13-day notice for nonpayment**
5 **of rent. ORS 90.394 (2).**

6 _____ 20-day notice for a repeat violation.
7 ORS 90.630 (5).

8 _____ 30-day, 60-day or 180-day notice without
9 stated cause in a month-to-month
10 tenancy. ORS 90.427 (3)(b) or (8)(a)(B)
11 or (C) or 90.429.

12 _____ 30-day notice with stated cause.
13 ORS 90.392, 90.630 or 90.632[.]:

14 **_____ The stated cause is for**
15 **nonpayment as defined in section 2 of**
16 **this 2023 Act.**

17 _____ 60-day notice with stated cause.
18 ORS 90.632.

19 _____ 90-day notice with stated cause.
20 ORS 90.427 (5) or (7).

21 _____ Notice to bona fide tenants after
22 foreclosure sale or termination of
23 fixed term tenancy after foreclosure
24 sale. ORS 86.782 (6)(c).

25 _____ Other notice _____

26 _____ No notice (explain) _____

27

28 **A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED**

29

30 **3.**

31 **If the landlord uses an attorney, the case goes to trial and the landlord**

1 wins in court, the landlord can collect attorney fees from the defendant
2 pursuant to ORS 90.255 and 105.137 (3).

3 Landlord requests judgment for possession of the premises, court costs,
4 disbursements and attorney fees.

5 I certify that the allegations and factual assertions in this complaint are
6 true to the best of my knowledge.

7

8 _____

9 Signature of landlord or agent.

10 _____

11 (2) The complaint must be signed by the plaintiff, or an attorney repre-
12 senting the plaintiff as provided by ORCP 17, or verified by an agent or
13 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

14 (3) A copy of the notice relied upon, if any, must be attached to the
15 complaint.

16 **SECTION 7.** ORS 105.135 is amended to read:

17 105.135. (1) Except as provided in this section, the summons shall be
18 served and returned as in other actions.

19 (2)(a) **The clerk shall calculate the first appearance, which shall be**
20 **on the first available date that is:**

21 (A) **A date on which a judge is available to conduct the first ap-**
22 **pearance;**

23 (B) **Not a date that the plaintiff has indicated unavailability; and**

24 (C)(i) **At least seven days after the judicial day next following pay-**
25 **ment of the filing fees; or**

26 (ii) **If the claim for possession is brought under ORS 90.392 or 90.394**
27 **for nonpayment as defined in section 2 of this 2023 Act, at least 21 days**
28 **after the judicial day next following payment of the filing fees;**

29 (b) The clerk shall enter the first appearance date on the summons. [*That*
30 *date shall be seven days after the judicial day next following payment of filing*
31 *fees unless no judge is available for first appearance at that time, in which*

1 *case the clerk may extend the first appearance date for up to seven additional*
2 *days. At the request of the plaintiff, the clerk may enter a date more than*
3 *seven days after the judicial day next following payment of filing fees if a*
4 *judge will be available.]*

5 **(c) If the claim for possession is based on nonpayment as described**
6 **in subsection (2)(a)(C)(ii) of this section, the clerk shall include as part**
7 **of the summons a copy of the notice described in section 2 (4) of this**
8 **2023 Act.**

9 (3) Notwithstanding ORCP 10, by the end of the judicial day next fol-
10 lowing the payment of filing fees:

11 (a) The clerk shall mail the summons and complaint by first class mail
12 to the defendant at the premises.

13 (b) The process server shall serve the defendant with the summons and
14 complaint at the premises by personal delivery to the defendant or, if the
15 defendant is not available for service, by attaching the summons and com-
16 plaint in a secure manner to the main entrance to that portion of the prem-
17 ises of which the defendant has possession.

18 (4) A sheriff may serve a facsimile of a summons and complaint that is
19 transmitted to the sheriff by a trial court administrator or another sheriff
20 by means of facsimile communication. A copy of the facsimile must be at-
21 tached to the sheriff's return of service. Before transmitting a summons and
22 complaint to a sheriff under this subsection, the person sending the facsimile
23 must receive confirmation by telephone from the sheriff's office that a tele-
24 phonic facsimile communication device is available and operating.

25 (5) The process server shall indicate the manner in which service was
26 accomplished by promptly filing with the clerk a certificate of service as
27 provided by ORCP 7 F(2)(a).

28 (6) In the case of premises to which ORS chapter 90 applies, the summons
29 shall inform the defendant of the procedures, rights and responsibilities of
30 the parties as specified in ORS 105.137.

31 **SECTION 8.** Section 8, chapter 420, Oregon Laws 2021, as amended by

1 section 9, chapter 1, Oregon Laws 2021 (second special session), is amended
2 to read:

3 **Sec. 8.** (1) Section 2, chapter 420, Oregon Laws 2021, as amended by sec-
4 tion 2, **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021*
5 *second special session Act*], is repealed on October 1, 2022.

6 (2) Section 5, chapter 420, Oregon Laws 2021, as amended by sections 4
7 and 6, **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021*
8 *second special session Act*], is repealed on [*July 1, 2023*] **the effective date**
9 **of this 2023 Act.**

10 (3) Section 6, chapter 420, Oregon Laws 2021, is repealed on October 1,
11 2022.

12 (4) Section 7, chapter 420, Oregon Laws 2021, as amended by section 5,
13 **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021 second*
14 *special session Act*], is repealed on October 1, 2022.

15
16 **EVICTION PROCESS**

17
18 **SECTION 9.** ORS 105.115 is amended to read:

19 105.115. (1) Except as provided by subsections (2) and (3) of this section,
20 the following are causes of unlawful holding by force within the meaning
21 of ORS 105.110, 105.123 and 105.126:

22 (a) When the tenant or person in possession of any premises fails or re-
23 fuses to pay rent within 10 days after the rent is due under the lease or
24 agreement under which the tenant or person in possession holds, or to de-
25 liver possession of the premises after being in default on payment of rent for
26 10 days.

27 (b) When the lease by its terms has expired and has not been renewed,
28 or when the tenant or person in possession is holding from month to month,
29 or year to year, and remains in possession after notice to quit as provided
30 in ORS 105.120, or is holding contrary to any condition or covenant of the
31 lease or is holding possession without any written lease or agreement.

1 (c) When the owner or possessor of a recreational vehicle that was placed
2 or driven onto property without the prior consent of the property owner,
3 operator or tenant fails to remove the recreational vehicle. The property
4 owner or operator is not required to serve a notice to quit the property be-
5 fore commencing an action under ORS 105.126 against a recreational vehicle
6 owner or possessor holding property by force as described in this paragraph.

7 (d) When the person in possession of a premises remains in possession
8 after the time when a purchaser of the premises is entitled to possession in
9 accordance with the provisions of ORS 18.946 or 86.782.

10 (e) When the person in possession of a premises remains in possession
11 after the time when a deed given in lieu of foreclosure entitles the transferee
12 named in the deed to possession of the premises.

13 (f) When the person in possession of a premises remains in possession
14 after the time when a seller is entitled to possession in accordance with the
15 provisions of ORS 93.930 (2)(c) or pursuant to a judgment of strict foreclosure
16 of a recorded contract for transfer or conveyance of an interest in real
17 property.

18 (g) When the person in possession of a premises remains in possession
19 after the expiration of a valid notice terminating the person's right to occupy
20 the premises pursuant to ORS 91.120, 91.122 or 91.130.

21 (2) In the case of a dwelling unit to which ORS chapter 90 applies:

22 (a) The following are causes of unlawful holding by force within the
23 meaning of ORS 105.110 and 105.123:

24 (A) When the tenant or person in possession of any premises fails or re-
25 fuses to pay rent within the time period required by a notice under ORS
26 **90.392 or 90.394.**

27 (B) When a rental agreement by its terms has expired and has not been
28 renewed, or when the tenant or person in possession remains in possession
29 after a valid notice terminating the tenancy pursuant to ORS chapter 90, or
30 is holding contrary to any valid condition or covenant of the rental agree-
31 ment or ORS chapter 90.

1 (b) A landlord may not file an action for the return of possession of a
2 dwelling unit based upon a cause of unlawful holding by force as described
3 in paragraph (a) of this subsection until after the expiration of a rental
4 agreement for a fixed term tenancy or after the expiration of the time period
5 provided in a notice terminating the tenancy.

6 **(c) The court may dismiss a claim for possession at any time if the**
7 **complaint does not comply with this subsection.**

8 (3) In an action under subsection (2) of this section, ORS chapter 90 shall
9 be applied to determine the rights of the parties, including:

10 (a) Whether and in what amount rent is due;

11 (b) Whether a tenancy or rental agreement has been validly terminated;
12 and

13 (c) Whether the tenant is entitled to remedies for retaliatory conduct by
14 the landlord as provided by ORS 90.385 and 90.765.

15 **SECTION 10.** ORS 105.137 is amended to read:

16 105.137. In the case of a dwelling unit to which ORS chapter 90 applies:

17 (1) *[If the plaintiff appears and the defendant fails to appear at the first*
18 *appearance,]* A default judgment shall be entered in favor of the plaintiff for
19 possession of the premises and costs and disbursements[.] **only if:**

20 **(a) The plaintiff appears and the defendant fails to appear at the**
21 **first appearance;**

22 **(b) The court determines that the complaint complies with ORS**
23 **105.115 and 105.124 and is sufficient to state a cause of action for pos-**
24 **session; and**

25 **(c) The plaintiff testifies under oath or submits an affidavit or**
26 **declaration under penalty of perjury stating that, as of the date of the**
27 **testimony:**

28 **(A) The defendant has not delivered possession to the plaintiff as**
29 **described in ORS 90.147 (2); and**

30 **(B) The plaintiff reasonably believes that the defendant remains in**
31 **possession of the premises.**

1 (2) If the defendant appears and the plaintiff fails to appear at the first
2 appearance, a default judgment shall be entered in favor of the defendant
3 dismissing the plaintiff's complaint and awarding costs and disbursements.

4 (3) An attorney at law shall be entitled to appear on behalf of any party,
5 but attorney fees may not be awarded to the plaintiff if the defendant does
6 not contest the action.

7 (4) If the plaintiff dismisses the action before the first appearance, a
8 judgment of dismissal shall be entered in favor of the defendant dismissing
9 the plaintiff's complaint and awarding costs and disbursements. The defend-
10 ant may not recover attorney fees for prejudgment legal services provided
11 after the delivery of written notice of the dismissal by the plaintiff to the
12 defendant, or to an attorney for the defendant, in the manner provided under
13 ORS 90.155.

14 (5) The plaintiff or an agent of the plaintiff may obtain a continuance of
15 the action for as long as the plaintiff or the agent of the plaintiff deems
16 necessary to obtain the services of an attorney at law.

17 (6) If both parties appear in court on the date contained in the summons,
18 the court shall set the matter for trial [*as soon as practicable,*] unless the
19 court is advised by the parties that the matter has been settled. The trial
20 shall be scheduled:

21 (a) **For a claim based on nonpayment as defined in section 2 of this**
22 **2023 Act, between 20 and 30 days following the appearance; or**

23 (b) **For any other claim, as soon as practicable and** no later than 15
24 days from the date of [*such*] **the** appearance.

25 (7) If the matter is not tried within the [*15-day*] period **described in**
26 **subsection (6) of this section**, and the delay in trial is not attributable to
27 the landlord, the court shall order the defendant to pay rent that is accruing
28 into court, provided the court finds after hearing that entry of such an order
29 is just and equitable.

30 [(7)(a)] **(8)(a)** The court shall permit an unrepresented defendant to pro-
31 ceed to trial by directing the defendant to file an answer in writing on a

1 form which shall be available from the court clerk, and to serve a copy upon
2 the plaintiff on the same day as first appearance.

3 (b) The answer shall be in substantially the following form:

4 _____

5 IN THE _____ COURT FOR

6 THE COUNTY OF _____

7

8 (Landlord),)

9)

10 Plaintiff(s),)

11)

12 vs.) No. _____

13)

14 (Tenant),)

15)

16 Defendant(s).)

17

18 ANSWER

19 I (we) deny that the plaintiff(s) is (are) entitled to possession because:

20 ___ The landlord did not make repairs.

21 List any repair problems: _____

22 _____

23 _____

24 ___ The landlord is attempting to evict me (us) because of my (our) complaints
25 (or the eviction is otherwise retaliatory).

26 ___ The landlord is attempting to evict me because of my status as a victim
27 of domestic violence, sexual assault or stalking.

28 ___ The eviction notice is wrong.

29 ___ List any other defenses: _____

30 _____

31 _____

1 _____
2 _____

3 I (we) may be entitled as the prevailing party to recover attorney fees
4 from plaintiff(s) if I (we) obtain legal services to defend this action pursuant
5 to ORS 90.255.

6 I (we) ask that the plaintiff(s) not be awarded possession of the premises
7 and that I (we) be awarded my (our) costs and disbursements and attorney
8 fees, if applicable, or a prevailing party fee.

9
10 _____

11 Date Signature of defendant(s)

12 _____

13 [(8)] (9) If an unrepresented defendant files an answer as provided in
14 subsection [(7)] (8) of this section, the answer [*may*] **does** not limit the de-
15 fenses available to the defendant at trial under ORS chapter 90. If such a
16 defendant seeks to assert at trial a defense not fairly raised by the answer,
17 the plaintiff [*shall be*] **is** entitled to a reasonable continuance for the pur-
18 poses of preparing to meet the defense.

19
20 **SEALING RECORDS**

21
22 **SECTION 11. Section 12 of this 2023 Act is added to and made a part**
23 **of ORS 105.105 to 105.168.**

24 **SECTION 12. (1) On an annual basis, each circuit court shall enter**
25 **an order setting aside a judgment and sealing the official records for**
26 **each case for possession brought under ORS chapter 90 for which the**
27 **court finds that:**

28 (a) **The judgment does not contain a money award or that any**
29 **money award has expired or been satisfied or discharged; and**

30 (b)(A) **The judgment was a judgment of restitution entered for the**
31 **plaintiff and at least five years have passed from the date of the**

1 judgment; or

2 (B) The judgment was a judgment by stipulation of the parties un-
3 der ORS 105.145 (2) and at least 12 months have passed from the date
4 of the judgment.

5 (2) Upon entry of the order, the judgment that is the subject of the
6 motion is deemed not to have been entered, and any party may answer
7 accordingly any questions relating to its occurrence.

8 (3) Nothing in this section limits the ability of a defendant to apply
9 for an order under ORS 105.163.

10 SECTION 13. (1) Section 12 of this 2023 Act does not apply to judg-
11 ments entered on or before January 1, 2014.

12 (2) Each justice and circuit court shall conduct a review of its re-
13 cords and enter its first order under section 12 of this 2023 Act on or
14 before December 31, 2024.

15

16

GUEST OCCUPANCY

17

18 SECTION 14. Section 15 of this 2023 Act is added to and made a part
19 of ORS chapter 90.

20 SECTION 15. (1) Notwithstanding ORS 90.262 (3) or 90.510 (7), a
21 landlord may not enforce a restriction by any means, including as-
22 sessing a fee or terminating the tenancy, if the restriction is based on:

23 (a) A maximum occupancy guideline for the number of tenants or
24 guests that is lower than an amount required by federal, state or local
25 law or regulation.

26 (b) The maximum duration of a guest's stay in the tenancy.

27 (2) If a guest resides in the dwelling unit more than 15 days in any
28 12-month period, a landlord may screen the guest and require that the
29 parties enter into a temporary occupancy agreement under ORS 90.275.

30 (3) This section does not prohibit a landlord from, based on the
31 guest's conduct or failure to comply with this section, collecting a fee

1 allowed by ORS 90.302 or terminating a tenancy.

2 (4) Notwithstanding ORS 90.412, acceptance of a payment by a
3 landlord from the guest does not make the guest a tenant under this
4 chapter.

5 (5) As used in this section, “guest” means an individual who is
6 staying temporarily, including overnight, within the dwelling unit at
7 the invitation of the tenant.

8

9

CAPTIONS

10

11 SECTION 16. The unit captions used in this 2023 Act are provided
12 only for the convenience of the reader and do not become part of the
13 statutory law of this state or express any legislative intent in the
14 enactment of this 2023 Act.

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EMERGENCY CLAUSE

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18 SECTION 17. This 2023 Act being necessary for the immediate
19 preservation of the public peace, health and safety, an emergency is
20 declared to exist, and this 2023 Act takes effect on its passage.

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